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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JOANNA ARDALAN, ESQ, an
individual; ONE LLP, a California
Limited Liability Partnership,

Plaintiff,

v.

BINOTECH LLC.; KAREN
MUMMERT; MICHAEL MUMMERT;
ABDULLAH LIMITED COMPANY,
CODERS CUBE LLC, HIK TECH
LLC, DATA PATCH, INC., DOE 1,
d.b.a LAW INTEGRAL, LLC, business
entity unknown; DOE 2, d.b.a DEPUTY
TRADEMARK. business entity
unknown; DOE 3, p.k.a MICHELLE
SPRAGUE, an individual; DOE 4, d.b.a
TRADEMARK INTEGRAL, business
entity unknown; DOE 5, d.b.a
BRANDREGISTRATION.ORG,
business entity unknown; and DOES 6
through 10, inclusive,

Defendants.

Case No. 8:23-cv-01243-KK-(DFMx)
Hon. Kenly Kiya Kato

JOINT RULE 26(F) REPORT

1 Plaintiff Joanna Ardalan, Esq. and One LLP (“Plaintiffs”) and
2 Defendants Abdullah Limited Company, Binotech LLC, and Hik Tech LLC
3 (“Defendants”) (collectively, “Parties”) hereby submit the following Rule 26(f)
4 Report following their Rule 26(f) conference of counsel:

5 a. **Statement of the Case:**

6 **Plaintiff’s Position**

7 Plaintiffs brought this lawsuit against Defendants alleging that Defendants
8 misappropriated the identity of one of One LLP’s partners, Joanna Ardalan, while
9 providing legal services to members of public without Plaintiffs’ consent or
10 knowledge. Plaintiffs allege that Defendants represent to the world that they are a
11 “virtual law firm” and charge exorbitant fees for legal services they were never
12 permitted to perform and even make up legal disputes as an excuse to charge their
13 victims more money. Defendants have represented that Ardalan is their “Head IP
14 Attorney” and when members of the public complain about the Defendants’ fees or
15 unauthorized legal work, Defendants provide Ardalan’s State Bar number. Plaintiffs
16 allege infringement of the right of publicity, unfair competition, unfair competition
17 under California common law, trademark infringement, trademark counterfeiting,
18 and false designation of origin/unfair competition.

19 **Defendants’ Position**

20 Defendants Abdullah Limited Company (“ALC”) solely owned by Abdullah
21 Khan, and Binotech LLC (“BTL”) and Hik Tech LLC (“HTL”) solely owned by
22 Hamza Khan, are parties, who as set forth in their declarations at Doc. 54-2
23 paragraphs 2-6, and Doc. 54-3 paragraphs 2-7, are blameless. They did not cause or
24 contribute to Plaintiffs’ harm, if any. Instead, these responding Defendants, who are
25 unaffiliated with other Defendants, are innocent victims of computer hacking and
26 misrepresentation. The other Defendants do not reside in the Pennsylvania home of
27 Abdullah Khan -- who was during most of the time of this lawsuit a college student.
28 Abdullah Khan lives with his parents. The other Defendants did not ask for

1 permission to use his address or telephone number, and certainly did not share
2 receipts of money with him. Abdullah Khan never created or used any website for
3 his company ALC. There is no evidence against his company ALC, and ALC
4 should be dismissed forthwith.

5 Similarly, Hamza Khan set up BTL and HTL for business opportunities,
6 which he has since allowed to lay fallow after obtaining a job as a marketing
7 representative for an architectural firm. Any similarity between Hamza Khan's
8 websites and other Defendants may be due to the fact that he hired Techdrive Pvt,
9 Ltd., to create his websites, and we speculate that the website designer may have
10 shared data and information with others, but without Hamza Khan's permission. It
11 is also possible that a different hacker was involved, since Hamza Khan relied on
12 the services of a management company Hype Digital. The arrangement called for
13 Hype Digital to be paid money to manage the website for BTL, and to collect money
14 from customers for whom BTL performed work. On the six occasions identified by
15 Plaintiff at Doc. 61 2:25-27 where BTL received about \$3,000, these funds were for
16 work performed by BTL where payment was collected and forwarded by Hype
17 Digital. At some point, the websites were corrupted by outside individuals, and are
18 no longer controlled by Hamza Khan. Hamza Khan did not consent to use of his
19 parents' address or telephone number and did not receive any money from other
20 Defendants. There is no evidence of wrongful conduct by BTL or HTL.

21 Defendants ALC, BTL, and HTL should be dismissed forthwith. Plaintiff
22 may pursue the other Defendants. Although, since it has been 16 months since the
23 Complaint was filed, and the other Defendants have not been located, the pursuit
24 may lead to nothing. Plaintiffs' representation at Doc. 66 2:9-11, that they will seek
25 default judgment against Doe Defendants seems to be a pointless waste of judicial
26 and legal resources. How are Doe judgments enforceable against anyone?

27 b. **Subject Matter Jurisdiction: Joint Position.** The Court has original
28 jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) and (b), over

1 the Lanham Act claims. Moreover, the Court has supplemental jurisdiction pursuant
2 to 28 U.S.C. § 1367(a) over the state law claims.

3 c. **Legal Issues:**

4 **Plaintiffs' Position**

5 The parties do not foresee any unusual substantive or procedural issues. With
6 respect to the evidence, one issue is it appears some of the evidence or witnesses
7 may be located in Pakistan.

8 **Defendants' Position**

9 There is an issue under Federal Rule of Civil Procedure 11, in Plaintiffs
10 pursuing the responding Defendants ALC, BTL, and HTL, who have no liability and
11 no witnesses or evidence have been developed against them.

12 d. **Parties, Evidence, Etc.:**

13 **Plaintiffs' Position**

14 Joanna Ardalan, One LLP, Binotech, LLC, Abdullah Limited Company, Hik
15 tech LLC, Does doing business as Law Integral, Deputy Trademark, Michelle
16 Sprague, Trademark Integral, Brandregistration.org, Hamza Khan, Abullah Khan.
17 The Parties do not have any other affiliates or parent companies.

18 **Defendants' Position**

19 ALC, BTL, and HTL are unrelated to any other parties, and do not belong in
20 this lawsuit.

21 e. **Damages:**

22 **Plaintiffs' Position**

23 At this time, the evidence of actual damages are in the possession and
24 control of Defendants. Plaintiffs are also entitled to statutory damages for
25 counterfeiting, of up to \$2,000,000.

26 **Defendants' Position**

1 Plaintiffs have not disclosed the basis for calculation of any damages. And
2 if there are any damages, Plaintiffs have certainly not disclosed the mechanism
3 by which ALC, BTL, and HTL caused or contributed to any damages.

4 f. **Insurance:** Defendants do not have insurance for this matter.

5 g. **Motions:**

6 Plaintiffs' Position

7 Plaintiff intends to file a motion for summary judgment as to liability.
8 Plaintiff may also add additional parties should they discover other parties
9 involved.

10 Defendants' Position

11 If this matter continues as to ALC, BTL, and HTL, they will file under
12 Federal Rule of Civil Procedure 56 for summary judgment or partial summary
13 judgment.

14 g. **Manual for Complex Litigation: Joint Position.** The Parties agree
15 that the manual for complex litigation is not necessary.

16 h. **Status of Discovery:**

17 Plaintiffs' Position

18 Plaintiffs have begun third party discovery per the Court's previous orders.

19 Defendants' Position

20 By the date of the hearing, if not dismissed, Defendants will have
21 propounded written discovery as precursors to depositions of Joanna Ardalan and
22 Plaintiffs' person most qualified.

23 i. **Discovery Plan:**

24 Plaintiffs' Position

25 The parties agree to exchange initial disclosures on March 10, 2025. They
26 foresee no issue regarding ESI or privileged materials, but will seek to resolve
27 any issues if they arise. They do not request any changes to the Federal Rules or
28 Local rules regarding discovery. The parties intend to submit a proposed

1 Protective Order for the production of confidential documents and information.
2 The parties propose October 15, 2025 as the discovery cut-off deadline.

3 **Defendants' Position**

4 The initial disclosures under Federal Rule of Civil Procedure 26(a) should
5 be exchanged by March 10, 2025. Concur that percipient witness discovery cut-
6 off should be October 15, 2025.

7 j. **Dispositive Motions: Joint Position.** Both parties anticipate filing
8 motions for summary judgment or partial motions for summary judgment on the
9 issue of liability.

10 k. **Settlement: Joint Position.** The parties had settlement discussions
11 and discussed informal exchanges of information. The Parties request a
12 settlement conference with a magistrate judge. While the Parties understand that
13 the Court does not generally set settlement conferences before a magistrate
14 judge, per the Court's Order Setting Scheduling Conference, the parties believe
15 that a settlement conference would be more likely to result in resolution
16 considering the unusual circumstances of this case and the fact that Defendants
17 deny their involvement notwithstanding documentary evidence which Plaintiffs
18 contend demonstrate otherwise.

19 l. **Consent to a Magistrate Judge: Joint Position.** The Parties do not
20 consent to a magistrate judge.

21 m. **Trial Estimate: Joint Position.** The Parties anticipate a 4 day trial by
22 jury. Plaintiffs anticipate calling 5-6 witnesses and 1-2 expert witnesses.
23 Defendants anticipate calling approximately 2 fact witnesses and reserve the right to
24 call expert witnesses.

25 n. **Trial Counsel: Joint Position.** Peter R. Afrasiabi and Joanna Ardalan
26 will serve as lead counsel for Plaintiffs. David R. Flyer and Raquel F. Dachner will
27 serve as lead counsel for Defendants.

28 o. **Independent Expert: Joint Position.** The parties do not anticipate a

1 need for an independent expert or master.

2 p. **Timetable: Joint Position.** Attached hereto as Exhibit A is the
3 Schedule of Pretrial Dates.

4 q. **Other Issues: Joint Position.** The parties do not foresee other issues
5 that affect the status or management of the case.

6
7 Dated: February 27, 2025

ONE LLP

8
9 By: /s/Joanna Ardalan

10 Joanna Ardalan

Peter R. Afrasiabi

11 *Attorneys for Plaintiffs,*

12 Joanna Ardalan, Esq. and One LLP

13
14 Dated: February 27, 2025

**FLYER & FLYER, A Professional Law
15 Corporation**

16
17 By: /s/ David R. Flyer

18
19 David R. Flyer

20 Raquel F. Dachner

21 *Attorneys for Defendants,*

22 Abdullah Limited Company, Binotech
23 LLC, and Hik Tech LLC

SIGNATURE ATTESTATION PURSUANT TO L.R. 5-4.3.4(a)(2)(i)

Pursuant to Local Civil Rule 5-4.3.4(a)(2)(i), I hereby attest that the other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized this filing.

Dated: February 27, 2025

ONE LLP

By: /s/ Joanna Ardalan
Joanna Ardalan